

FORM MR-RC  
Revised May 9, 2005  
RECLAMATION CONTRACT

File Number \_\_\_\_\_

Effective Date \_\_\_\_\_

Other Agency File Number \_\_\_\_\_

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION of OIL, GAS and MINING  
1594 West North Temple Suite 121 0  
Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5291  
Fax: (801) 359-3940

**RECEIVED**  
**OCT 26 2005**  
DIV. OF OIL, GAS & MINING

RECLAMATION CONTRACT  
---00000---

For the purpose of this RECLAMATION CONTRACT the terms below are defined  
follows:

"NOTICE OF INTENTION" (NOI): (File No.)  
(Mineral Mined)

M/045/060

DE- Diatomaceous Earth - Diatoms

"MINE LOCATION":

(Name of Mine)  
(Description)

Skull Valley DE Quarry

Five Miles West of Terra, Utah

"DISTURBED AREA":

(Disturbed Acres)  
(Legal Description)

44.7 Acres

Center Portion: Sec 7 T6S,R7W, SLBM

"OPERATOR":

(Company or Name)  
(Address)

Holcim (U.S.) Inc.

6055 East Croydon Rd.

Morgan UT 84050

Ken George/Tom Newman

(Phone)

801-829-2153

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**"OPERATOR'S REGISTERED AGENT":**

**Name)**

**(Address)**

**(Phone)**

John Todd

6055 East Croydon Rd.

Morgan UT 84050

801-829-2181

**"OPERATOR'S OFFICER(S)" & TITLE:**

Patrick Dolberg, CEO

Baddredine Filalibaba, V.P. Manufacturing

**SURETY":**

**(Form of Surety - Attachment B)**

Bond

**"SURETY COMPANY":**

**(Name, Policy or Acct. No.)**

Travelers Casualty & Surety Company of America

Policy i.

**"SURETY AMOUNT":**

**(Escalated Dollars)**

\$100,000.00

**"ESCALATION YEAR":**

5 Year (2010)

**"STATE":**

**"DIVISION":**

**"BOARD":**

State of Utah

Division of Oil, Gas and Mining

Board of Oil, Gas and Mining

**ATTACHMENTS:**

**A Disturbed Area**

**B "SURETY":**

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Holcim (U.S.) the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/045/060 which has been approved/accepted by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved/accepted Reclamation Plan or Notice, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

**NOW, THEREFORE, the Division and the Operator agree as follows:**

- 1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the Reclamation Plan and/or Notice of Intention approved/accepted by the Division on April 11, 2005 (Tentative) The Reclamation Plan and/or Notice of Intention, as amended, are incorporated by this reference and made a part hereof.**
- 2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.**
- 3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.**
- 4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.**
- 5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.**
- 6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face**

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amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

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OPERATOR:

Holcim (U.S.) Inc.

Operator Name

By Susan Diehl

Authorized Officer (Typed or Printed)

V.P., ~~Board~~ Secretary & General Counsel, Holcim (US) Inc.

Authorized Officer - Position

Susan M. Diehl  
Officer's Signature

10/21/05  
Date

STATE OF MICHIGAN )  
COUNTY OF MONROE ) ss:

On the 21<sup>st</sup> day of October 2005, Susan M. Diehl  
personally appeared before me, who being by me duly sworn did say that ~~he~~/she is the  
VP, Secretary & General Counsel of Holcim (US) Inc. and duly acknowledged  
that said instrument was signed on behalf of said company by authority of its bylaws or  
a resolution of its board of directors and said Susan M. Diehl duly  
acknowledged to me that said company executed the same.

Anita Leiter  
Notary Public  
Residing at Monroe County, MI

5-9-2012  
My Commission Expires:

ANITA LOUISE LEITER  
Notary Public, State of Michigan  
County of Monroe  
My Commission Expires May 9, 2012  
Acting in the County of Monroe

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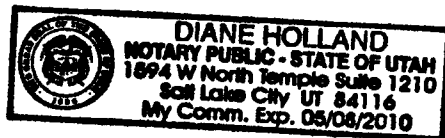
DIVISION OF OIL, GAS AND MINING:

By John R. Baza  
John R. Baza, Director

12/8/2006  
Date

STATE OF Utah )  
COUNTY OF Salt Lake ) ss:

On the 8<sup>th</sup> day of December 2006 John R. Baza  
personally appeared before me, who being duly sworn did say that he, the said  
John R. Baza is the Director of the Division of Oil, Gas and Mining,  
Department of Natural Resources, State of Utah, and he duly acknowledged to me that  
he executed the foregoing document by authority of law on behalf of the State of Utah.



Diane Holland  
Notary Public  
Residing at: Salt Lake City, Utah

05-08-2010  
My Commission Expires:

## ATTACHMENT "A"

Holcim (U S )

**Operator**

Skull Valley DE Quarry

**Mine Name**

M/045/060

**Permit Number**

Tooele

**County, Utah**

### LEGAL DESCRIPTION

*Include 1/4, 1/4, 1/4 sections, townships, ranges and any other descriptions that will legally determine where disturbed lands are located. Attach a topographic map of suitable scale (max. 1 inch = 500 feet; 1 inch = 200 feet or larger scale is preferred) showing township, range and sections and a clear outline of the disturbed area boundaries tied to this Reclamation Contract and surety.*

**The detailed legal description of lands to be disturbed includes portions of the following lands not to exceed 44.7 acres under the approved / accepted permit and surety, as reflected on the 2 attached maps labeled Fig. 105.1 and Fig. 105.2**

**and dated 9-10-2005**

<sup>e</sup> Fig. 105.1 Location Map and Fig. 105.2 Surface Map with Mine Plan are on file with the Division of Oil Gas and Mining and not attached to this agreement.

### Map Attachments Reference on file with the DOGM

Figure 105.1 Location Map

Figure 105.2 Surface Map/Mine Plan

### Legal Description and Site Location

Skull Valley DE Quarry is 5 miles west of Terra, UT

Center Portion: Sec 7 T6S, R7W, SLBM

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